

A G Contract No KR04-0301TRN
ADOT ECS File No.: JPA 03-126
Project No : U 060-D-507
TRACS No : H 6503 01C
Budget Source Item No :73305
Project Name: Gila County Courthouse
Right-hand turn lane on US 60

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
GILA COUNTY

THIS AGREEMENT is entered into 14th of June, 2004 pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and GILA COUNTY, acting by and through its BOARD OF SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County

3. The State has agreed to provide funding for the design and construction of a right-hand turn lane into the Gila County Courthouse on US 60 at approximately MP 251.6, herein after referred to as the Project. The County will self administer the Project and be responsible for the relocation of any utilities that may be in conflict with the Project. The County will also be responsible for abandonment of County property to ADOT for the additional widening of the US 60 right-of-way associated with this Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 26889
Filed with the Secretary of State
Date Filed: 06/14/04
Janice K. Brewer
Secretary of State
By: Timothy D. Greenwald

II. SCOPE OF WORK

1. The County will:

a. Upon approval by resolution of the State Transportation Board, County Board of Supervisors, and execution of this agreement transfer ownership jurisdiction and roadway maintenance responsibilities to ADOT MP 251.75, on US Highway 60, as described on Exhibit A, attached hereto and made a part of.

b. Upon execution of this agreement invoice the State in the amount of \$80,000.00 for the cost of the Project.

c. Prepare design plans, specifications and such other documents and services required for construction bidding and construction of the Project to State standards. Incorporate State's review comments.

d. Call for bids and award one or more construction contracts for the Project. Administer it and make all payments to the contractor(s). Provide personnel to administer and supervise construction. All project related contract modifications and or project change orders for the Project must have prior approval and copied to the State.

e. Be responsible for any contractor claims for extra compensation attributable to the County.

f. Be responsible for the relocation of any utilities that may encumber the Project.

2. The State will:

a. Upon approval by resolution of the State Transportation Board, County Board of Supervisors, and execution of this agreement accept ownership jurisdiction and roadway maintenance responsibilities of MP 251.75, on US Highway 60, as described on Exhibit A.

b. Waive the requirements of Arizona revised Statue 28-7209.

c. Upon execution of this agreement and receipt of an invoice, remit to the County \$80,000.00 for the cost of the Project.

d. Review the Project design documents to assure all State standards are met and provide comments to the County.

e. Grant the County the necessary permits for the construction of the Project.

f. Upon completion and acceptance of the Project by the State, provide roadway maintenance to the newly acquired State's right-of-way, as shown on Exhibit A, attached hereto and made a part of.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and payments; provided, however, that this agreement, except any provisions herein for maintenance. This agreement may be canceled at any time prior to the advertisement of the Project construction contract, with thirty days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

6. Non-Availability of Funds: Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

7. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007
FAX: (602) 712-7424

Gila County
County Public Works Director
1400 East Ash Street
Globe, AZ 85501

9 Pursuant to Arizona Revised Statutes Section 11-952, (D) attached hereto and incorporated herein are the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

GILA COUNTY

STATE OF ARIZONA

Department of Transportation

By 

JOE M. SANCHEZ
Chairman of the Board

By 

DOUGLAS A. FORSTIE, P.E.
Acting Deputy State Engineer, Operations

ATTEST

By 

JOHN F. NELSON
Clerk of the Board

G:03-126-Gila-County-
Right-turn lane
8 April 2004 ly

RESOLUTION

No. 04-05-03

Resolution authorizing the Gila County Board of Supervisors to sign an Intergovernmental Agreement with the State of Arizona, Department of Transportation, for Arizona Department of Transportation File No. JPA 03-126 for design and construction of a right-hand turn lane into the Gila County Courthouse on US 60 at approximately MP 251.6

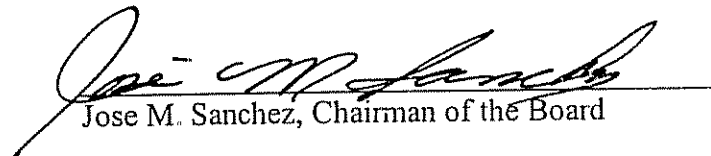
WHEREAS, the parties have entered into the above described IGA Intergovernmental Agreement, and,

WHEREAS, the Intergovernmental Agreement requires a resolution of Gila County to authorize execution of the agreement;

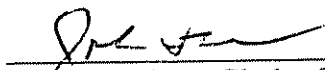
NOW, THEREFORE, BE IT RESOLVED that Gila County Board of Supervisors authorizes the chairman Jose M. Sanchez to execute the Intergovernmental Agreement for Arizona Department of Transportation File No. JPA 03-126 for design and construction of a right-hand turn lane into the Gila County Courthouse on US 60 at approximately MP 251.6 and authorizes him to take all actions to carry out all provisions of the agreement.

PASSED AND ADOPTED this 4th day of May 2004.

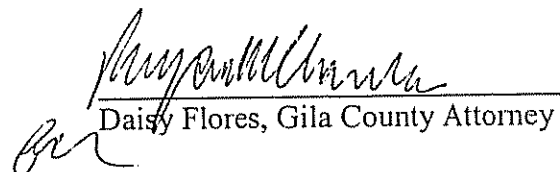
GILA COUNTY BOARD OF SUPERVISORS:


Jose M. Sanchez, Chairman of the Board

ATTEST:


John F. Nelson, Clerk of the Board

APPROVED AS TO FORM:

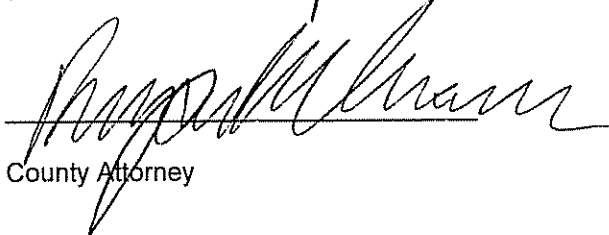

Daisy Flores, Gila County Attorney

ATTORNEY APPROVAL FORM

FOR GILA COUNTY

I have reviewed the above referenced intergovernmental agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the GILA COUNTY, an agreement among public agencies, which, has been reviewed pursuant to A.R.S. section 11-951 through 11-954, and declare this agreement to be in proper form and within the powers and authority granted to the COUNTY under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 12 day of April, 2004.


County Attorney



OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TERRY GODDARD
ATTORNEY GENERAL

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE: 602.542.8855

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR04-0301TRN (**JPA 03-126**), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

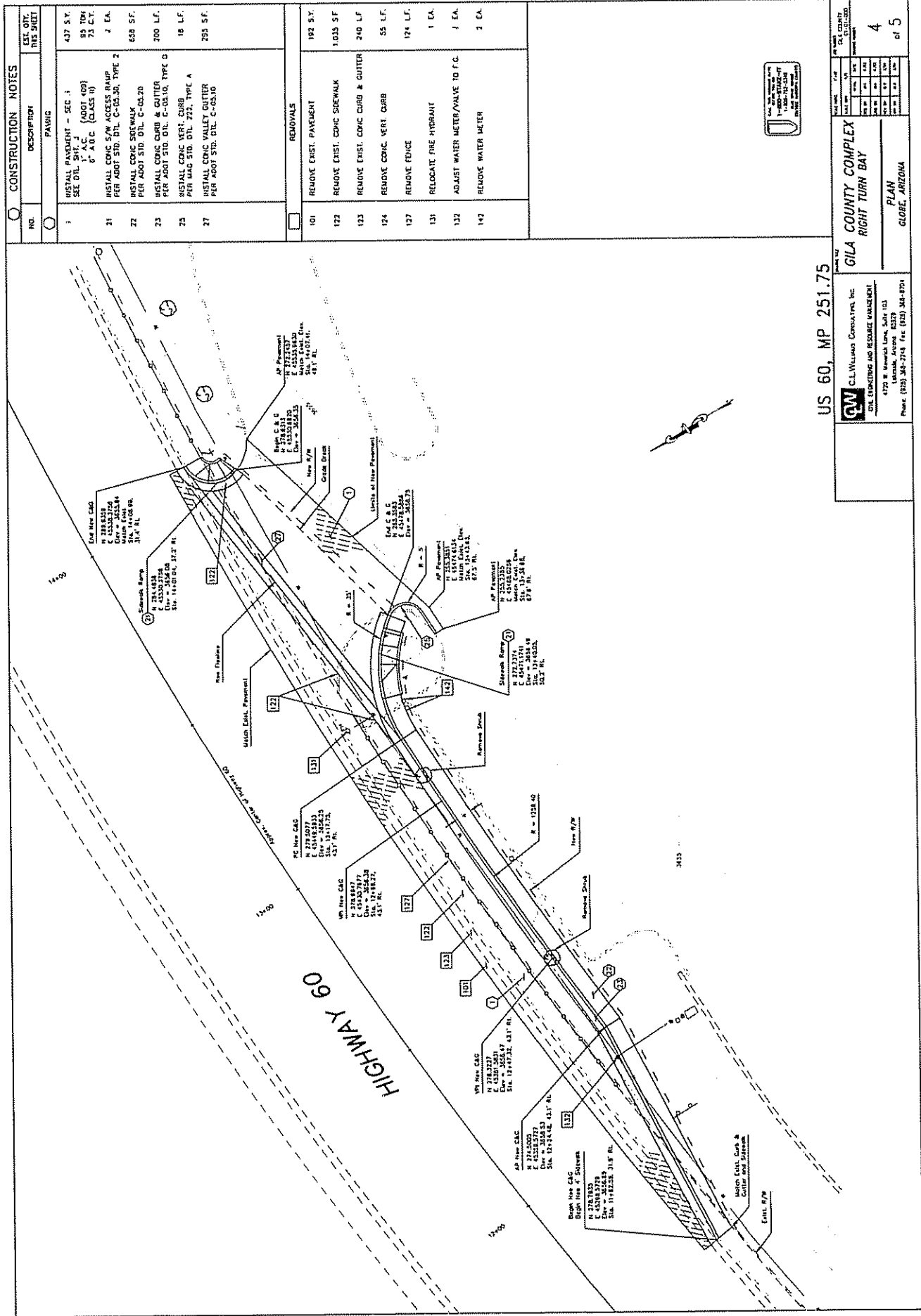
No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: June 1, 2004

TERRY GODDARD
Attorney General

A handwritten signature in cursive script, reading "Susan Davis", written over a horizontal line.

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section



CONSTRUCTION NOTES			SEE QTY. SHEET
NO.	DESCRIPTION	PAVING	
1	INSTALL PAVEMENT - SEC. 1 SEE QTY. SHEET (A007 400) 6" A.C. (CLASS II)		437 S.Y. 95 TON 73 C.Y.
21	INSTALL CONC. S/W ACCESS RAMP PER ADOT STD. DTL. C-03.30, TYPE 2		2 EA.
22	INSTALL CONC. SIDEWALK PER ADOT STD. DTL. C-03.30, TYPE D		620 S.F.
23	INSTALL CONC. CURB & GUTTER PER ADOT STD. DTL. C-03.10, TYPE D		200 L.F.
25	INSTALL CONC. VERT. CURB PER ADOT STD. DTL. C-03.10, TYPE A		18 L.F.
27	INSTALL CONC. VALLEY GUTTER PER ADOT STD. DTL. C-03.10		295 S.F.
REMOVALS			
101	REMOVE EXIST. PAVEMENT		192 S.Y.
122	REMOVE EXIST. CONC. SIDEWALK		1,035 S.F.
123	REMOVE EXIST. CONC. CURB & GUTTER		240 L.F.
124	REMOVE EXIST. CONC. VERT. CURB		55 L.F.
127	REMOVE EXIST. CONC. SIDEWALK		124 L.F.
131	RELOCATE FIRE HYDRANT		1 EA.
132	ADJUST WATER METER/VALVE TO F.C.		1 EA.
142	REMOVE WATER METER		2 EA.



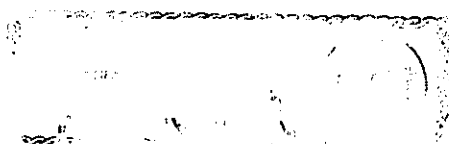
US 60, MP 251.75

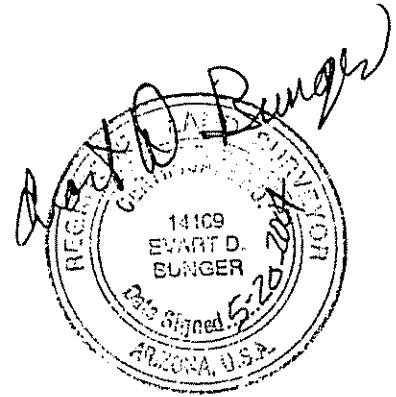
G.W. CL. Williams Consulting, Inc.
CIVIL ENGINEERING AND RESOURCE MANAGEMENT
4720 N. Mountain Loop, Suite 103
Phoenix, Arizona 85018
Phone (602) 344-2148 Fax (602) 344-8704

GILA COUNTY COMPLEX
RIGHT TURN BAY

PLAN
GLOBE, ARIZONA

4
of 5





LEGAL DESCRIPTION

Job No. G2410Lrev.

May 20, 2004

Page 1 of 2

A parcel of land being a portion of that property described in Docket 443, Page 955, being situate in the Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4) of Section 27, Township 1 North, Range 15 ½ East, Gila and Salt River Meridian, Gila County, Arizona, having a boundary more particularly described as follows;

Commencing for a tie at the Southwest Corner of said Section 27, said point being an Arizona Highway Department Brass Capped pipe, from which the chiseled cross in concrete marking the Southwest corner of Sierra Vista Drive, Gila County Recorded Subdivision Map No. 98, bears N. 00° 05' 00" E., 1321.86 feet;

Thence N. 00° 05' 00" E., 792.65 feet to the Southerly Right of Way line of Arizona State Highway 60-77;

Thence N. 67° 39' 18" E. and along said Southerly Right of Way line, a distance of 157.45 feet to the beginning of a tangent curve concave to the Southeast;

Thence 190.18 feet along the arc of said curve to the right, having a radius of 1095.92 feet, a central angle of 9° 56' 34 and whose chord bears N. 72° 37' 35" E., 189.94 feet to a point of intersection with a non-tangent curve concave to the Southeast, whose radius point bears S. 10° 01' 19" E., 1235.24 feet and also referred to herein as the "As Built Curve;

Thence 39.48 feet along the arc of said curve to the right having a radius of 1235.24, a central angle of $01^{\circ} 49' 52''$ and whose chord bears N. $80^{\circ} 53' 37''$ E., 39.48 feet to the POINT OF BEGINNING;

THENCE S. $85^{\circ} 58' 28''$ E., 61.61 feet to a non-tangent curve concave to the Southeast;

THENCE 90.26 feet along the arc of said curve to the right, having a radius of 1253.69 feet, a central angle of $04^{\circ} 07' 30''$ and whose chord bears N. $86^{\circ} 48' 23''$ E., 90.24 to the beginning of a compound curve to the right, whose common radial line bears S. $01^{\circ} 07' 52''$ E., 1253.69 feet and S. $01^{\circ} 07' 52''$ E., 29.29 feet, respectively;

THENCE 8.65 feet along the arc of said curve to the right, having a radius of 29.29, a central angle of $16^{\circ} 54' 33''$ and whose chord bears S. $82^{\circ} 40' 36''$ E., 8.61 feet to a radial line;

Thence S. $15^{\circ} 46' 40''$ W. and along said radial line a distance of 0.50 feet to a point on a tangent curve concave to the Southwest;

THENCE 19.48 feet along the arc of said curve to the right having a radius of 28.79, a central angle of $38^{\circ} 46' 17''$ and whose chord bears S. $54^{\circ} 50' 11''$ E., 19.11 feet to a non-tangent line;

THENCE N. $73^{\circ} 56' 11''$ E., 64.42 feet

THENCE N. $34^{\circ} 14' 58''$ E., 5.99 feet to a point on the arc of the "As Built Curve" delineating the existing Arizona Department of Transportation Right of Way;

THENCE 241.50 feet along the arc of said curve to the left, having a radius of 1235.24 feet, a central angle of $11^{\circ} 12' 06''$ and whose chord bears S. $87^{\circ} 24' 36''$ W., 241.11 feet to the POINT OF BEGINNING, having an area of 2738.87 square feet, or 0.063 acres, more or less